CARS-Hub Terms and Conditions of Use and Access Louisiana Department of Transportation and Development

By accessing the Cars-Hub website, you agree that you will not use the site for any unlawful activity or in any manner which violates the following terms and conditions. Any such use will immediately terminate your use of and/or access to this service.

Disclaimer of Warranties

- Although the data found on this website has been produced and processed from sources
 believed to be reliable, no warranty, express or implied, is made regarding the accuracy,
 adequacy, completeness, legality, reliability or usefulness of any of the information. This
 disclaimer applies to both isolated and aggregate uses of the information. All warranties
 of any kind, express or implied, including but not limited to the implied warranties of
 merchantability, fitness for a particular purpose, freedom from contamination by
 computer viruses and non-infringement of proprietary rights, are expressly disclaimed.
- Information provided by the CARS-Hub feed is disseminated on an "as is" and "as available" basis, and neither the Louisiana Department of Transportation and Development ("LADOTD") nor Castle Rock shall be contractually required to vouch for its accuracy. In particular, LADOTD and Castle Rock do not represent or warrant to CARS-Hub users that:
 - o Their use of this service will meet their requirements:
 - o Their use of this service will be uninterrupted, timely, secure, or free from error;
 - That any information obtained by them as a result of their use of this service will be accurate or reliable; and
 - That any defects in the operation or functionality of any software provided under this service will be corrected.
- Data can quickly become out-of-date. Electronic data can be altered subsequent to
 original distribution. It is recommended that careful attention be paid to the contents of
 any metadata associated with each feed. Users that find any errors or omissions are
 encouraged to report them to the CARS agency responsible for the data.

Limitation of Liability

• Neither LADOTD nor Castle Rock shall be held liable for any improper or incorrect use of the data described and/or contained in the CARS-Hub feeds. Neither LADOTD nor Castle Rock assumes responsibility for anyone's use of the information in the CARS-Hub feeds. In no event shall LADOTD nor Castle Rock be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; infringement of privacy; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort, including negligence or otherwise, arising in any way out of the use of this system, even if advised of the possibility of such damage.

- Users of the CARS-Hub data feeds are responsible for their own programming and any associated resources needed to download, store, and use the data.
- This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.
- Neither LADOTD nor Castle Rock shall be liable for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages derived from or related to this service or the provided information.

Indemnification

 User agrees to defend, indemnify, and hold harmless LADOTD, the State of Louisiana, and Castle Rock, including any agents, officers, directors and/or employees thereof, from and against all claims and expenses, including attorneys' fees, arising from or related to the use of, reliance on, and/or access to the information and data contained on this website, whether by user, user's agents, employees or assignees, third parties or through user's account.

Disclaimer of Duty of Continuity

Due to the dynamic nature of the Internet, resources that are free and publicly available
one day may require a fee or be access restricted the next, and the location of items
may change as menus, homepages, and files are reorganized. User expressly agrees
that use of the CARS-Hub data feeds is at the user's sole risk. Neither LADOTD nor
Castle Rock warrants that the service will be uninterrupted or error-free.

Privacy

User agrees to comply with all applicable federal, state, and local laws and regulations
regarding content and information which is considered private or non-public, and which
is protected from publication or dissemination by such laws and regulations. User
further agrees to hold harmless and indemnify LADOTD for any unauthorized release or
dissemination of any content or information in violation of any applicable federal, state,
or local laws and regulations.

Termination of Use

- Both LADOTD and Castle Rock shall have sole authority to terminate the use of the feed by any user at their discretion for any reason and without notice or limitation.
- LADOTD and/or Castle Rock may impose or adjust a limit on the number of transactions private access users may send or receive through the site, at either's sole discretion.

Choice of Law and Venue

• These Terms and Conditions Shall be governed by and construed in accordance with the laws of the State of Louisiana. By using this service, you expressly agree that the exclusive jurisdiction and venue for any claim or action arising out of or related to these Terms and Conditions, or your use of the CARS-Hub service, shall be the state court of the state of Louisiana in the 19th Judicial District Court of East Baton Rouge Parish.